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## APPENDIX A

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

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CIVIL ACTION NO. 85-0855

STEPHEN J. MOREWITZ, as administrator, et al.,
*Plaintiffs,*

vs.

THE WEST OF ENGLAND SHIP OWNERS MUTUAL PROTECTION AND INDEMNITY ASSOCIATION (LUXEMBOURG),
*Defendants.*

---

MOTION FOR RELIEF FROM STAY ORDER

COME NOW the plaintiffs in the above cause and respectfully move the court for the entry of an order granting them relief from the order staying this case pending arbitration, entered on January 31, 1991, and also the order entered, after reconsideration, on April 13, 1992, which granted the defendants' motion to stay these proceedings pending arbitration. As grounds, the plaintiffs show unto the court as follows:

1. It is the position of the plaintiffs that they are not bound by the arbitration clause contained in the insurance contract between West of England and the vessel owners in this case.

2. It is further the position of the plaintiffs that the defendant waived any right that it may have had to compel its own insureds to arbitrate coverage questions, by defending its insureds in Virginia without demanding arbitration on any coverage questions, and by its actions thereafter.

3. The defendant insists that it is entitled to arbitration of this action in London. Its only reason for doing so is to seek the protection of a provision of British law under which West of England would have no obligation to make any payment until its insureds satisfied the judgment obtained by the plaintiffs in the United States District Court for the Eastern District of Virginia.

4. The vessel owners in this case were defunct and insolvent before the underlying suit went to trial in Virginia, and before the entry of the judgment which is the basis of this suit. Therefore, payment by the vessel owners was an impossibility before the accrual of the cause of action asserted in this case. Application of British law to this suit to enforce the judgment of the Eastern District of Virginia would be grossly unfair to the plaintiffs, and would deny the plaintiffs due process of law.

5. United States law, specifically the procedural and

substantive law of the forum state, should be applied in this suit on a judgment to collect the proceeds of a marine insurance policy.

WHEREFORE, the plaintiffs respectfully move the court for the entry of an order granting them relief from the stay which has been entered herein, so as to permit the plaintiffs to pursue their cause of action on the merits to conclusion in this court. In the alternative, the plaintiffs respectfully move the court for the entry of an order certifying this question for appeal under 28 U.S.C. §1292(b) as involving a controlling question of law as to which there is substantial ground for difference of opinion and finding that an immediate appeal from an order on this motion may materially advance the ultimate termination of this litigation.

/s/
Ross Diamond III
DIAMOND, HASSER & FROST
Post Office Drawer 40600
Mobile, Alabama 36640

CERTIFICATE OF SERVICE

I certify that I have served a copy of the foregoing upon Joseph M. Allen, Jr., JOHNSTONE, ADAMS, BAILEY, GORDON and HARRIS, Post Office Box 1988, Mobile, Alabama 36633, by depositing a copy of the same in the United States Mail, properly addressed and first class postage prepaid this 10th day of June, 1994.

/s/
ROSS DIAMOND III

84:18

**APPENDIX B**

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NEWPORT NEWS DIVISION

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Civil Action No. 76-103-NN, No. 77-63-NN,
No. 77-95-NN, No. 77-170-NN

STEPHEN J. MOREWITZ, ADMINISTRATOR, ETC., *et al.*,
*Plaintiffs*

v.

IMBROS SHIPPING CO., LTD., *et al.*,
*Defendants.*

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MEMORANDUM OPINION

BACKGROUND

This matter grows out of the unexplained sinking of the SS IMBROS, with loss of all hands, somewhere off Bermuda in December, 1975. She was carrying a cargo of railroad ties from Mobile, Alabama to Port Cartier, Quebec, Canada. Before the Court at this time is the issue of the liability of the remaining defendant, General Development & Shipping Enterprises Co., Ltd. (hereinafter "General Development"), on the wrongful

death claims asserted by the personal representative of the lost crewmen.

The vessel owner of record, Imbros Shipping Co., Ltd., was dismissed before trial for lack of jurisdiction. Contramar, S.A. time charterer or IMBROS and Continental Lines, S.A., are considered one and the same corporation, (hereinafter "Contramar"), for purposes of this action. Neptune International Shipping, Ltd. (hereinafter "Neptune") was subcharterer at the time of the casualty. After hearing plaintiff's evidence, the Court GRANTED motions for directed verdicts on behalf of Contramar and Neptune, and leaving General Development as the sole defendant before the court. General Development is a Cypriot corporation which "managed" the SS IMBROS. General Development handles only vessels owned by George Tsourinakis, a Greed citizen and resident, and Tsourinakis and his wife are apparently the sole shareholders of General Development.

Plaintiffs file suit alleging a plethora of causes under 46 U.S.C. §§596-601, 608 under 46 U.S.C. §761 et seq.; under 54 Stat. 1693; under the general maritime law; under the laws of Cyprus, under the British Fatal Accidents Act; and under any other treaty, convention, statute or law which might apply.

By order dated August 28, 1978, the Court found that General Development, charged in this suit as an agent of SS IMBROS, had itself transacted sufficient business in Hampton Roads in Eastern Virginia to satisfy process and to warrant its being sued here. Plaintiffs' claim against General Development

deal with its responsibility in the condition, stability, and manning of the IMBROS, and its degree of control of the vessel, whether of sufficient totality as to saddle that defendant with liability.

In an order dated march 26, 1979, the Court, under authority of Rule 37(d) of the Federal Rules of Civil Procedure, in light of General Development's absolute failure to respond to the discovery orders of this Court, found that:

(1) General Development was to be considered as the owner pro hac vice of the IMBROS at the time of the loss;

(2) General Development, at trial, was precluded from introducing evidence pertaining to the documents properly sought from General Development and refused by it dealing with the condition of the SS IMBROS, its stability, maintenance of its machinery and equipment.

(3) The failure of General Development to respond to discovery carried with it in the adverse inference that the information and documents sought would have been unfavorable to General Development.

The law of admiralty controls and the rights must be governed by federal law. When we consider what law should be applied, difficulties arise. At the time of her loss, the IMBROS had a multinational crew, including ten Greeks, three Nigerians, tow Pakistanis, one Egyptian, and one Jordanian. General Development and IMBROS were both Cypriot

corporations owned by George Tsourinakis, a Greek citizen. Defendant contends that the Court should apply the law of Greece; that under that law Greek courts would not apply the same legal presumptions as American courts when statutory violations and/or safely (sic!) are proven. Without reaching the applicability of Greek law, which we seriously doubt, General Development has cited no Greek authority indicating that the statutory violations and safety violations herein found to exist give rise to different presumptions under Greek case law than under United States case law.

The Fourth Circuit in *Heredia v. Davies*, 12 F. 2d 500 (1926) held that in the absence of specific proof to the contrary the presumption is that foreign law regarding seamen is the same as United States law:

> Furthermore, in absence of proof to the contrary, the presumption is that the law of Peru with regard to the right of recovery is the same as the law of this county, the lex fori . . . There was no showing that the law of Peru denies recovery to a seaman injured as a result of the unseaworthiness of the vessel upon which he is serving. Supra at 501.

*Heredia v. Davies*, supra, was reaffirmed by the Fourth Circuit in *The Arizpa*, 63 F. 2d 42, 43 (4th Cir. 1933); See also, *Todd Shipyard Corp. v. The City of Athens*, 83 F. Supp. 67 (D.Md. 1949), *Middleton v. Luckenbach s. s. Co.* 70 F. 2d 326 (2nd Cir. 1934). In the absence of specific proof that laws of

Greece and/or Cyprus regarding seamen, are different from American law, the wrongful death claims of the plaintiffs will be governed by American law.

## FINDINGS OF FACT

(1) The claims herein arise out of the disappearance in the Bermuda Triangle on or about December 18, 1975 of the SS IMBROS and her crew of 18.

(2) It is stipulated, and we find as fact, that the Cyprus SS IMBROS was a general cargo vessel built in Belgium in 1963. It was 97.01 meters in length overall and 87 meters in length between perpendiculars. Its extreme breadth was 14.91 meters It had a moulded depth of 8.82 meters. It had two hatches and was powered by two diesel engines geared to a single propeller shaft. Its gross tonnage was 3,426 tons, its net tonnage was 1,942 tons and its deadweight tonnage was 5,016 tons.

(3) It is stipulated, and we find as fact, that the SS IMBROS sailed form Mobile, Alabama, for Port Cartier, Quebec, Canada, at 1715 hours, December 13, 1975, with draft 23'8" forward and draft 25'04" aft, with 240 metric tons of diesel fuel and 90 metric tons of water.

(4) It is stipulated, and we find as fact, that on December 13, 1975, SS IMBROS loaded 1,416 bundles containing 35,400 railroad ties weighing 7,221,600 pounds, or 3,223.93 long tons. Each railway tie required four cubic feet to

stow (dimensions 8'6" x 9" x 7") and weighed 245 pounds. The ties were shipped in two ton bundles. These bundles were loaded two tiers high and stowed for and aft abreast in hatches No. I and 2 and a total of eighty-three (83) bundles were stowed on the weather deck on the hatch squares at hatches No. 1 and No. 2.

(5) It is also stipulated, and so we find, that on December 16, 1975, SS IMBROS sent a wireless message to defendant General Development about leakage in the salt water cooling system of the Vulcan reduction gears of her main engines. Two days later, on December 18, 1975, about 0400 local time, SS IMBROS sent out an SOS or Mayday message, giving two different positions:

(a) 31°40'N. 78°47'W.(b) 31°40'N. 77°40'W.

Nothing further was ever heard from the SS IMBROS.

(6) We find that the SS IMBROS was not properly manned at the time of the loss. United States requires that a vessel the size of the IMBROS must have the following licensed officers: one master; one chief mate; one second mate; one third mate; one chief engineer; one second engineer; two third engineers; one radio officer. In a request for admissions served on May 10, 1977 and admitted on June 21, 1977, General Development admitted that in December, 1975, Cyprus Merchant Shipping regulations required that the crew of the Cyprus SS IMBROS be composed of: one master; two mates; six able-bodied seamen; two deck boys; three engineers; three

engine ratings; one wireless operator; and one cook. The IMBROS, in its manning personnel, was in violation of both the United States law and the law of Cyprus at the time of the loss. Further, Article 3, paragraph 1 of International Convention Concerning Professional Capacity of Merchant Marine Masters and Officers, 54 Stat. 1683 provides:

> Art. 3.1. No person shall be engaged to perform or shall perform on board any vessel to which this convention applies the duties of master or skipper, navigating officer in charge of a watch, chief engineer, or engineer officer in charge of a watch, unless he holds a certificate of competency to perform such duties, issued or approved by the public authority of the territory where the vessel is registered.

Stavros Ikonomopoulos, an engineer on IMBROS, testified that he was not replaced as one of the two third engineers in December when he was discharged. The radio officer was also discharged from said vessel and was not replaced. The vessel was short at least one mate, one engineer, and a radio operator.

(7) We find that at the time of the loss the only officer holding a license for the capacity in which he was serving was the master. Stamatis, the chief mate, had only a license as a s3econd mate and Passalis, the chief engineer, had only a second engineer's license. None of the others serving as officers had any licenses whatsoever. (agreed exhibits 27, 59, 60)

(8) For some time prior to the loss, it was well known to General Development that the salt water cooling system for the Vulcan reduction gears of the main engines had been leaking at inaccessible locations. Panagiotis Grivas, who had been chief engineer aboard the IMBROS from January 12, 1975 until he was injured on September 10, 1975, testified that he had reported both to the master and to the office of General Development that there was considerable leakage under the Vulcan gears of the main engines; that such a repair job was difficult and required that the gears of the main engines had to be taken down and other pipes above had to be removed; and that this job required both time and a team from a shore work shop.

Third engineer, Katopodis, who left the IMBROS in Mobile in December just prior to its last voyage, agreed that there was leakage from the piplines of the cooling system and that the leakage was not repaired before IMBROS left Mobile on December 13.

(9) We also found that due to pressure from General Development to cut down on expenses of maintenance and repair, the radar of said vessel had been in operative for at least a year; that the auxiliary pumps of both main engines needed packing rings and were in poor condition, resulting in the loss of large amounts of fresh water; and that the bilge pump pipelines were frozen solid with residues of phosphate and cement. Thus with a leaky vessel, tow alternate sets of possible pump help were out of commission.

(10) The radio message to General Development from the Master of the S/S IMBROS on December 16, 1975 is the last evidence of the lack of maintenance and repair of the said vessel:

212714 GT GR
9935/B THRADIO
1039
SS IMBROS/ 5B2440 SVA 1 85 (Words) Date: 16 Time: 1000 CRETASHIP PIRAEUS (SIC)

FOLLOWING DEPARTURE MOBILE WE HAVE LEAKAGE AT INACCESSIBLE LOCATION IN PIPE LINE FROM AUXILIARY PUMP OF MAIN ENGINE TO COOLING SYSTEM OF VOULKAN (SIC)

TO REPAIR REQUIRED DISMANTLING REDUCTION GEARS OF MAIN ENGINES AS WELL AS (DISMANTLING) MANY OTHER PIPES WHICH COVER IT. DURATION OF SUCH A JOB CAN NOT BE ESTIMATED. WE CONTINUE VOYAGE WITHOUT REPAIRS.

THERE IS DANGER FOR THE LEAKAGE TO INCREASE. WE ARE COOLING VULKAN WITH FIRE PUMP.

ALSO ANOTHER LEAKAGE IN AUXILIARY AIR COMPRESSOR PIPE LINE SHORTCIRCUITED NO.

1 GENERATOR AND PUT IT OUT OF OPERATION. WE TRY REPAIRING IF WE CAN.

DUE TO SICKNESS OF SECOND AND THIRD ENGINEERS SEND A THIRD (ENGINEER) TO PORT CARTIER. ALSO SEND REPLACEMENT FOR CHIEF ENGINEER WHO IS RESIGNING. 400 POUND REMITTANCE BY PASALIS NOT TO BE PAID.

COL PASSALIS REMITTANCE 400 POUNDS NOT BE PAID
1039
+
212714 GT GR
9935/5 ATHRADIO

(11) We find as fact that the IMBROS had a high derrick amidship which created some tendency to list, especially with the placing of cargo on one side of the deck or other. This center of gravity was increased with eighty-three (83) bundles of railroad ties stowed on the weatherdeck. The stability of the vessel was thus unaffected.

(12) The U.S. Department of Commerce provided a true copy of the weather observations for all available vessels near the position on the date in question, and of those thirty (30) ships that reported, the highest winds were 25-35 knots, with seas of 2-4 meters. We find that a seaworthy vessel should not sink under ordinary circumstances in such weather.

## CONCLUSIONS OF LAW

(1) The failure by General Development to provide properly licensed officers was not only negligence, it was also a violation of statutory duty. Such a violation invokes *The Pennsylvania Rule*. The rule of *The Pennsylvania Rule* was born of a collision between two ships:

> . . . [W]hen, as in this case, a ship at the time of the collision is in actual violation of a statutory rule intended to prevent collisions, it is no more than a reasonable presumption that the fault, if not the sole cause, was at least a contributory cause of the disaster. In such a case, the burden rests upon the ship of showing not merely that her fault might not have been one of the causes, or that it probably was not, but that it could not have been. Such a rule is necessary to enforce obedience to the mandate of the statute.
> 86 U.S. (19 Wall.) 125, 136 (1873).

(2) The Second Circuit found that the "Pennsylvania rule" is still alive and well.

> That rule's vitality and force were not in any degree affected by *United States v. Reliable Transfer Co.* 421 U.S. 397 (1975), which overrules *The Pennsylvania* only in so far as it abolished the Mutual Fault-Equal Contribution rule. *Tug Ocean Prince v. United States* 584 F. 2d 1151 (2nd Cir. 1978).

The rule creates a shift in the burden of proof as to causation *Garner v. Cities Service Tankers Corp.*, 456 F. 2d 476 (5th Cir. 1972), *Green v. Crow*, 243 F. 2d 401 (5th Cir. 1957). General Development has not over come this statutory presumption of causation.

(3) (a) We find that the leaking condition of the salt water cooling system, a condition requiring this (sic!) continued use of a jury-rig of the fire pumps was well known to General Development and systematically ignored by it. This caused the vessel to be unseaworthy.

(b) We find that the clogged bilge pumps, necessary to maintain stability in a seaway, a stability impaired by a massive derrick and tons of deck cargo, a condition known to General Development, was further evidence of unseaworthiness of the IMBROS.

(c) We find that the absence of a qualified radioman was a serious undermanning of the vessel and may have been reason for the faulty position reporting. This was unseaworthiness.

(d) In wrongful death actions sounding in negligence under the Death on the High Seas Act, 46 U.S.C. §761 et seq., or sounding in unseaworthiness under general maritime law, when the exact circumstances of the casualty are unknown, the Supreme Court has permitted the finder of fact to supply by inference many of the elements normally required to be proven by the claimant. *Admiralty Towing Co. v. Woolen*, 290 F. 2d

641, 649 (9th Cir. 1961).

(5) An accident may be inferred from the fact of disappearance, and the "where" and "when" of the accident need not be fixed exactly. *Shulz v. Pennsylvania R.R. Co.*, 350 U.S. 523 (1956), *Roth v. Bird* 239 F. 2d 257 (5th Cir. 1956). The trier of fact must be afforded substantial latitude in making its determination even though the evidence is slight and even though the reviewing court might have arrived at a different conclusion. *Shulz v. Pennsylvania R.R. Co.*, supra; *Sadler v. Pennsylvania R.R. Co.*, 159 F. 2d 784 (4th Cir. 1947).

(6) As to the defendant's negligence constituting the legal cause of the accident, "slight evidence" is sufficient to long as the inference is that which reasonable, prudent men might reach on the basis of the evidence. By use of an extension of the "res ipsa loquitur" principle regarding "permissible inferences from unexplained events," the finder of facts may infer the requisite legal causation. *Shulz v. Pennsylvania R.R. Co.*, supra; *Roth v. Bird*, supra; see *Sadler v. Pennsylvania R.R. Co.*, supra.

(7) On the basis of these cases and on the facts found heretofore, the Court concludes that the IMBROS was unseaworthy, that the defendant had knowledge of such condition, and that the defendant, General Development, is liable for the wrongful death claims arising from the loss of the SS IMBROS.

(8) Contemporaneously with the filing of this memorandum, the Court will enter an order in favor of the plaintiffs and finding liability on the part of General Development.

/s/
John A. McKenzie
Chief Judge

Norfolk, Virginia July 27, 1979

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NEWPORT NEWS DIVISION

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Civil Action No. 76-103-NN, No. 77-63-NN,
No. 77-95-NN, No. 77-170-NN

STEPHEN J. MOREWITZ, ADMINISTRATOR, ETC., *et al.*,
*Plaintiffs*

v.

IMBROS SHIPPING CO., LTD., *et al.*,
*Defendants.*

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ORDER

In accord with the findings of fact and conclusions of law this day filed, it is the judgment of this Court that General Development and Shipping Enterprises Co., Ltd., is liable to the several plaintiffs herein for damages.

The plaintiffs and defendant General Development and Shipping Enterprises, Co., Ltd., shall appear before the docket clerk of this court within fifteen (15) days to set the case down for assessment of damages.

It is so ORDERED.

/s/
John A. McKenzie
Chief Judge

Norfolk, Virginia Dated July 27, 1979

## APPENDIX C

## UNITED STATES COURT OF APPEALS
## FOR THE FOURTH CIRCUIT

No. 80-1321

Stephen J. Morewitz, Administrator, d.b.n. of the Estate of Constantinos Stamatis, deceased; Stephen J. Morewitz, Administrator, d.b.n. of the Estate of Christos Passalis, deceased; Stephen J. Morewitz, Administrator, d.b.n. of the Estate of George Marangos, deceased; Stephen J. Morewitz, Administrator, d.b.n. of the Estate of Gerassimos Markatos, deceased; Stephen J. Morewitz, Administrator, d.b.n. of the Estate of Moses Egbonim, deceased; Stephen J. Morewitz, Administrator, d.b.n. of the Estate of Mukhtar Ahmed, deceased; Stephen J. Morewitz, Administrator, d.b.n. of the Estate of Augustus Edoro, deceased; Stephen J. Morewitz, Administrator, d.b.n. of the Estate of Afam Esumei, deceased; Stephen J. Morewitz, Administrator, d.b.n. of the Estate of Khalid Sultan, deceased,

Appellees,

v.

General Development and Shipping Enterprises, Co., Ltd.,

Appellant,

and
Imbros Shipping Co., Ltd.; Continental Lines, S.A.; Continental Lines (Armemement), S.A.; Federal Commerce and Navigation (1974) Ltd.; Contramer, S.A.; Neptune International Shipping, Ltd; Neptune International Shipping; Lone Star International, Inc.; Lone Star International, Ltd.; Lone Star Shipping; Lone Star Shipping, Inc.; Quebec Cartier Mining Co., Std.; all foreign corporations or associations, and George A. Tsourinakis, a non-resident, as owners and/or operators of the Cyprus M/V IMBROS; Ryan Stevedoring Corp.; Ryan Walsh Stevedoring Co.; Alabama Wood Treating Corp.; All foreign corporations or associations,

Defendants.

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Appeal from the United States District Court for the Eastern District of Virginia, at Newport News. John A. McKenzie, Chief Judge.

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Argued April 6, 1981 Decided April 23, 1981

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Before WINTER, Chief Judge, RUSSEL, Circuit Judge and ANDERSON, District Judge.

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John R. Crumpler, Jr. (Seawell, McCoy, Dalton, Hughes, Gore & Timms on brief) for Appellant;
Burt M. Morewitz (Herbert Lebovici; Thomas M. Breen on brief) for Appellee.

*

Hon. G. Ross Anderson, Jr., United States District Judge for the District of South Carolina, sitting by designation.

PER CURIAM:

Defendant, against whom a number of judgments for wrongful death on the high seas were entered, appeals, contending that the district court erroneously denied its motion to quash service of process and that the district court erroneously denied its motion to decline jurisdiction. We affirm.

From our examination of the record, we are persuaded that the defendant's contacts with the State of Virginia were sufficient to satisfy the requirements of due process of law and the Virginia long-arm statute. We also do not think that the district court abused its discretion in concluding to exercise jurisdiction not-withstanding defendant's claim of form non conveniens. The doctrine of forum non conveniens "presupposes at least two forums in which the defendant is amenable to process." *Gulf Oil Co. v. Gilbert*, 330 U.S. 501, 506-07 (1947). The district court found that no alternative forum was available to some, if not all, of the plaintiffs, and that finding is not clearly erroneous.

AFFIRMED

# APPENDIX D

## "IMBROS: - FILE REVIEW

| | |
|---|---|
| 23.12.75 | Rediadis first contacted and asked to assist GDSE (Managers). |
| 30.12.75 | GDSE telex details of crew and owning Company. Further details of crew given on 14.1.76. |
| 21.1.76 | WOE instruct Rediadis to advise on crew entitlements. They negotiating Greek crew with GDSE 'our' Representatives will negotiate with others. |
| 20.1.76 | Letter from Edward Bata enclosing memorandum and Articles of Association of Imbros Shipping. |
| 25.2.76 | Rediadis letter with calculation of 551 comp. Also advised that Lawyer on behalf of Capt. Vasilikakis dependents has approached Rediadis. |
| 5.3.76 | Letter WOE to Rediadis and Brokers - acknowledging comp. rights. Also asking Brokers what arrangements Owners are making to put Rediadis and Representatives in funds to deal with loss of life claims. |
| 1.4.76 | Advice from H.F. & W. re presumption of loss. |

6.4.76 Association refuse write Dependents of Jesus Ramos - suggest to GDSE that this should be done by them.

29.4.76 Rediadis advise on their negotiation with Greek Master.

12.5.76 Association telex Rediadis - agree to settlement of Master's claim and advance funds of Drc. 870,000.

16.7.76 Telex FHM advising that U.S. Attorney has approached Seawells on behalf of Constantinos Stamatis; .....Passalis; George Marangos; Gerasimos Markatos. No suit filed.



16.7.76 Rediadis Advised - told to get on and negotiate.

19.7.76 Telex from GDSE quoting telex from Marine Advisers Bureau Ltd. indicating suit filed by Stamatis, Passalis, Marangos and Markatos.

20.7.76 Rediadis telex reporting negotiation with Tsambasis; Zorbas and Sandalakis. Ask for Drc 1.700.000 to settle all 3.

22.7.76 Club confirms we remitting funds.

14.10.76 Rediadis telex to explain difficulties in settling Tsambasis, Zorbas and Sandalakis claims. Further claims of Constantinos Soursos and Zabir Ahmed.

18.10.76 Club agrees new figure for Tsambasis, Zorbas and Sandalakis of 551 + 25%.

25.10.76 GDSE send letter received from Lawyers Revius O. Oserque acting on behalf of Dependents of Moses Egbonim.

28.10.76 Confirmation from Brokers that Hull Underwriters had settled hull claim - payment made on 20.8.76.

29.1.77 Telex from Rediadis: have settled
KOSTOGLOU
Drc. 330.000 + 10,000 Costs.
SOURSOS Drc. 740,000 + 10,000 Costs.
Drc. 200,000 + 10,000 Costs.

Also action commenced in Greece by parents of John Sandalakis - settlement agreed at Drc. 565,000 + 10,000 costs.

30



25.1.77 Seawells advise motion to squash service on

Imbros Shipping Co.Ltd., granted.

16.2.77 WOE telex Rediadis advising will not advance further funds to settle claims as "substantial" amount call outstanding.

1.3.77 WOE telex Rediadis requesting return of balance of settlement funds in their hands and request Owners provide settlement funds for Sandalakis case.

2.3.77 Rediadis confirm "Owners" informed they must provide settlement funds.

1.7.77 GDSE forward notice of claim from Morewitz office - of claim on behalf Dependent Jesus Ramos Mayorquin.

21.10.77 Telex received from London Brokers, advising calls paid and requesting Club to 'deal with claims.

2.11.77 Club telex to Rediadis, inquiring whether they still in negotiation with Claimants.

2.11.77 Reply from Rediadis. Following our telex 1.3.77 Owners have handled Sandalakis claim. Rediadis will now deal with claim of Tsambasis and Zorbas.

| | |
|---|---|
| 2.11.77 | GDSE submit claim on Sandalakis file for Drc. 562,000. |
| 16.11.77 | Rediadis telex advising negotiation with Tsambasis and Zorbas. |
| 19.11.77 | Letter from Rediadis advising claim of pakistani Seaman Khalid Sultan Mohamed. Recommend settlement Drc 300,000. |





| | |
|---|---|
| 5.12.77 | Club confirms to Rediadis they remitting Drc.300,000. |
| 7.12.77 | Rediadis request Drc 1,384,120 to settle Zorbas and Tsambasis. |
| 12.12.77 | Further request from Rediadis. |
| 20.12.77 | Funds Drc 1,384,120 sent to Rediadis. |
| 19.1.78 | Letter from Freehill's - claim filed in U.S. on behalf Moses Egbonim. |
| 9.3.78 | Seawell's advise claims filed in U.S. on behalf Edoro and Esumei. |

15.9.78 Freehill's advise us Court upheld jurisdiction against GDSE.

28.9.78 Memo to AHB. Should we withdraw from case?

12.10.78 Letter to Freehill's - calls of $15,000 outstanding - authorizing appeal of decision re jurisdiction on behalf of GDSE. Also enclosing copy of Certificate of Entry for Imbros.

31.10.78 Letter from Freehill's - Court denied jurisdiction appeal. Motion filed to dismiss GDSE on grounds that no duty owed.

15.3.79 Notice sent to GDSE from Club advising them they have never had cover with the Club; that if documents not produced we will serve notice under Rule 26(IV)(v); attention also drawn to Rule 28.

6.4.79 Freehill's send copy motion to relieve Seawells and copy order of Court holding GDSE as Owner pro have vice.

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28.4.79 Letter from Rediadis summarizing Greek settlements.

| | |
|---|---|
| 22.5.79 | Freehill's telex to say Charterers dismissed from claim. |
| 21.8.79 | Letter from Freehill's GDSE held liable for damages to claimants in U.S. on grounds of negligence, unseaworthiness, etc. |
| 21.12.79 | Freehill's advise of Leborici's involvement in New York on behalf Claimants. |
| 21.12.79 | Telex to Freehill's. Instructed to advise Leborici that Club not involved. GDSE not Member. Also would plead defences under Rules. Authorize offer settlement $50,000. |
| 9.4.80 | Freehill's advise Norfolk Court awarded $459,456 against GDSE on behalf of Claimants. PASSALIS, STAMATIS, MARKATORS, MARANGOS, MAYORQUIN, MARTINEZ AND AHMED. |
| 15.4.80 | Freehill's write to advise Norfolk Court decision. Also that Crumpler appealing jurisdiction on behalf Owners. Court upheld Greek releases. |
| 13.5.80 | Hamilton-Butler alerted to possible action my Morewitz in Alabama. |
| 25.6.80 | Letter from Morewitz to the Club suggesting Club "negotiating" behind his back with his |

clients.

2.7.80 Telex from Freehill's explaining Crumpler's further involvement in the case.

7.7.80 Another boring letter from Morewitz.

33

-6-

15.8.80 Letter from Freehill's. Court would not allow Crumpler to return. Therefore he acting best he can without instructions.

9.9.80 Leborici looks to negotiate settlement.

4.6.82 Freehill's advise 4th Circuit Appeal Court denied GDSE appeal. Crumpler considering writ of Cert.

5.8.82 Freehill's advise petition for Cert. filed by Seawell's.

22.10.82 Freehill's advise Cert. denied.

26.10.82 Joel Robinson - New York attorney writes to Club. Acting on behalf Dependents and survivor. Claims $600,000 plus.

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| 18.11.82 | Reminder letter from Robinson. |
| 6.6.84 | Leborici Attempts to serve proceedings on WOE through Freehill's. Service declined. |
| 28.6.85 | Freehill's advise action v. WOE commenced in Alabama seeking $459,456.36. by Morewitz. Service anticipated through post. |
| 11.7.85 | Advise Freehill's Writ served on WOE. |